

1897-013 Chancery Causes. Ball & Snavely ] vs. S. Bailey & Co ]  
Lee Co.

Ball, Snavely, Bailey, Shepperson, Yarbrough, Richmond

CA - Debt  
T - Property



To the Honorable W.T. Miller, Judge of the Circuit Court for Lee County, Virginia:

Humbly complaining, your orators, M.S. Ball and George S. Snavely, merchants and partners in trade under the style and firm name of Ball & Snavely, would respectfully represent that S. Bailey and W.T. Shepperson, partners in trade under the style and firm name of S. Bailey & Co. are indebted to them in the sum of (\$115.03) one hundred and fifteen dollars and three cents with interest thereon from the 15th day of ~~May~~ May 1896; that the said S. Bailey and W.T. Shepperson are non-residents of the State of Virginia; that they have estate, property and effects situated in Lee County, Virginia; that they are removing, or are about to remove their estate or the proceeds of the sale thereof, or a material part of said estate, or the proceeds of the sale thereof from this State so that process of execution on a judgement obtained by the ordinary course of law would be unavailing; that said debt of one hundred and fifteen dollars and three cents is justly due and owing; that the same became due on the 15th day of May 1896, as above stated; that the said sum is due and owing <sup>your orators</sup> to ~~the plaintiffs~~ from the said S. Bailey & Co. for supplies, goods, and merchandise furnished, <sup>and for orders paid for said S. Bailey & Co.</sup> at the special instance and request of the said S. Bailey & Co.

Now the object of this bill is to collect said debt and its interest, as aforesaid, to attach the estate and effects of the said S. Bailey & Co., situated in Lee County, Virginia, and to subject the same to the payment of the debt of plaintiffs.

And being without remedy at law, your orators pray your honor's court of chancery to take cognazance of their cause and grant them the proper relief.

To this end, your orators pray that S. Bailey and W.T. Shepperson, partners in trade under the style and firm name of S. Bailey & Co., be made the parties defendant to this suit; that they be required to answer the same, but they need not do so under oath as that is expressly waived; that an order of publication be duly made, posted and published against said non-residents; that the property of the said defendants, situated in this County, be attached and held subject to the payment of this debt; that a decree be rendered <sup>your orators</sup>



for the full amount of their said debt and interest; and that said  
attatched property be sold for the payment thereof; And your orators  
pray for full relief, both special and general. May spa.issue &c.

Pennington Bros, p.q  
Duncan & Hyatt



Ball & Truvelly  
vs. } Bill  
1

S. Bailey Co.

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Duncan & Ryan  
& P. Bro. p. 9.

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1876, 1st Oct rules bill filed & paid as  
to W. T. Shepperson & D. Mas to  
him & O. P. for S. Bailey  
" 2nd Oct rules & Cont as to  
W. T. Shepperson & Cont for O. P.  
as to S. Bailey  
" 1st Nov rules taken the last  
Monday in Oct. O. P. Compl't  
& Cause set for hearing.



To the Honorable W.T.Miller, Judge of the Circuit Court for Lee County, Virginia:

The demurrer and answer of S.Bailey and W.T.Shepperson, partners in trade under the style and firm name of S.Bailey & Co., to a bill filed in this honorable court against them by Ball & Snavelly.

Respondents say that the plaintiffs' bill is not good and sufficient in law and of this they pray judgment of the court.

But if any other answer be deemed necessary, answering they say their residence, location and business is fully set out in their answer to a bill filed in this court against them by H.C.T.Richmond, which answer so far as applicable they here adopt as an answer to this bill, and the facts therein set out in reference to their business transactions and the amounts they were to pay J.D.Yarbrough for sawing of lumber and the dummy line for hauling logs are therein correctly stated and herein relied on as true.

These respondents would therefore state they never drew the orders sued on by the plaintiffs, or promised to pay them after they were drawn. By an inspection thereof it will be seen they ~~are~~ are drawn on H.C.T.Richmond and not on these respondents. As before stated they never agreed to pay for them, and if they had they are advised that unless such promise had been in writing being the debt of another, it would not bind them, and they rely upon the law in that behalf as a protection. These respondents were at one time asked by the said Snavelly as to the payment of these orders. Respondent Shepperson told the said Snavelly that he understood that Mr.Richmond would pay these orders or was paying them in accordance with an arrangement between Yarbrough & Richmond, and respondent understood that Richmond did pay a part of them. Respondent learning of this in another conversation with the said Snavelly told him that it was apparent that Mr.Richmond desired to lift the orders himself in his own store and advised him it might not be safe to deal further in them. He never authorized the plaintiffs to purchase them nor agreed to pay for them. These respondents therefore deny that they owe the plaintiffs any thing on account of the orders sued on by them.

Respondents would further state they they have been informed



and believe it to be true that said Richmond informed the plaintiffs that he, Richmond, had an arrangement with these respondents whereby respondents were to pay to Richmond one dollar and thirty-five cents per thousand for logs hauled over the dunny line and \$2.65 per thousand for the lumber sawed at the saw mill, and that he Richmond would retain this sum on orders lifted by himself ~~and dunny~~ ~~myself~~ from said saw mill and dunny, and unless there was more than enough to pay such claims so lifted by him that he would not pay the plaintiffs. In fact this arrangement was talked over by the said Richmond to the plaintiffs in the presence of respondents, Shepperson, and it was fully understood that Richmond was to pay these orders and not the respondents.

And having now fully answered, respondents pray to be hence dismissed ~~with their costs.~~

G. W. Saulsbury



(5)

J. Bailey Keo

Acts } Success

Bull & Gaveley

Richmond would retain this sum on a note listed by himself, but the thousand for the interest was not the new bill, and that he cents per one hundred, paid over the bill, and the bill was by Richmond was to be to Richmond one dollar and fifty cents that he, Richmond, had an arrangement with these respondents where- and deliver it to be to the said Richmond, informed the plaintiff.



Ball & Sandy Complots

vs

S. Bailey & Co Defs

} In Chancery

This cause came on this day to be heard upon the bill of the complainants, and exhibits filed therewith, the answer of the defendants filed by ~~the~~ leave of the Court, and replication thereto, the deposition of witnesses filed by both plaintiff and defendants and was argued by counsel: On consideration of all which and for reasons appearing to the Court, it is adjudged, ordered, <sup>the plffs are not entitled to recover the claims sued on,</sup> and decreed that said complainants' bill be and is hereby dismissed and that the defendants recover from the said complainants their costs in this suit. And this cause is stricken from the docket.

from S. Bailey & Co and that



Bull & Swanley

vs } same point

S. Bailey & Co

Eu. C. O.B. p. 570.

Enter This

March 10<sup>th</sup> 1897

N 211



Virginia

At a Circuit Court Continued and held for ~~see~~ County at the Court house thereof on Wednesday March the 10<sup>th</sup> 1897

Ball & Snively

Comptos

vs

S. Bailey & Co

Defos

In Chancery

● This Cause came on this day to be heard upon the bill of the Complainants and exhibits filed therewith, the answer of of the defendants filed by leave of the Court, and replication thereto the deposition of witnesses filed by both plaintiff and defendants, and was argued by Counsel.

On Consideration of all which and for reasons appearing to the Court it is adjudged, ordered and decreed that the plaintiffs are not entitled to recover the Claims sued on from S Bailey & Co and that said Complainants bill be and is hereby dismissed and that the defendants recover from the said Complainants their Costs in this Suit.

And this Cause is Stricken from the docket.



Ball & Snively  
W. Secree final  
S. Bailey & Co



The deposition of J. D. Gorbrange taken  
at the store house of H. C. T. Richardson and  
at Ewing T<sup>m</sup> on the 20<sup>th</sup> day of Nov  
1846 pursuant to agreement to be read  
as evidence on behalf of the Plaintiffs  
in a suit in Chancery now pending  
in the Circuit Court of Lee Co Va  
in which Ball and Sumner are  
Plaintiffs and S Bailey & Co are  
defendants.

Present for Plaintiff Pomeroyton & Sumner  
" " Defendant G. W. Salsbury

J. D. Gorbrange a witness of lawful  
age being duly sworn deposes and says,

I now hand you a number of orders  
purporting to have been given by you  
to various persons please state, if you  
gave said orders, to whom or on what ac-  
count you gave them, what you were doing  
at the time and all about it, and I  
ask you to file said orders with your  
deposition marked orders.

I gave the orders, and I file the same  
and a list of them as part of my depo-  
sition, in an envelope marked "orders"

At the time I gave these orders I was  
running two saw Mills, engaged in saw-  
ing lumber and cross-ties for S Bailey

Ball & Sumner  
vs. Dyfos.

S Bailey & Co

Attest for J. D.

Received from H. C. T. Rich-  
ardson for the J. D. Gorbrange  
taken & filed Nov 24<sup>th</sup> 1846  
J. D. Gorbrange



T60. And the persons to whom I gave said orders were employees of mine, and the orders were given in payment of their wages.

- 2 I see these orders were ~~not~~ directed to H. C. T. Richmond, if you know how they came to be paid by Bull and Seavely. please state, anything you may know about it.

Ans.

About the 15<sup>th</sup> of April 1896, my men made a considerable little stock about having to do all their trading at H. C. T. Richmond's store, and I talked to Mr Shepperson about it and wanted to make some change in the way of paying the men their orders. I think Mr Swonly had taken in \$700 or \$800 before this, and he brought them up here to Richmond at the pay day in April to get his money on them, and Mr Richmond did not pay them, Mr Swonly then told me he had had a conversation with Mr Shepperson about them, he said Shepperson told them he considered the orders as good as gold. After that Swonly took orders <sup>about the 18<sup>th</sup> of May, when he told me he ~~was~~ would</sup> told by Mr Shepperson that



he had better cease talking them, that  
the money had to be paid to Richmond  
Mr Shefferson and myself talked about  
these Ball and Morley orders several  
times, and in these conversations or  
some of them he said to me he did  
not know why Richmond had not  
paid them, and that he Shefferson  
thought they would be paid when  
the lumber was all shipped to. I can't  
remember all that was said.

3. When the lumber is all shipped out, will  
there be enough coming to you to pay  
these orders; give your best opinion.

Ans. In my opinion there will be, when  
the lumber is all shipped and account  
ed for.

Cross examined by W. L. L. L. L.  
Atty, for S. Bailey & Co.

1. Is it not a fact, that all the  
orders filed by you as a part of  
your deposition above referred to  
amounting to \$115<sup>00</sup>3 was given  
by you, to H. C. J. Richmond under  
a contract entered into by and  
between yourself, H. C. J. Richmond  
and S. Bailey & Co on or about the



24<sup>th</sup> of February 1896, by which  
Contract, Bailey & Co, was to  
pay to H. C. T. Richmond, all the  
earnings of your Mill or Mills  
and the said Richmond was  
to pay all running expenses  
and is it not a fact that  
these orders was a part of  
that running expense, and  
that they were all addressed  
to H. C. T. Richmond as the payee?

Ans. Yes in the above facts are  
true, and further the  
~~with~~ writing say with note,  
J. L. Garbrough

Virginia, Sur. County, to wit

J. H. C. T. Richmond, Jr. a no-  
tary public in and for the  
County of State aforesaid, do  
hereby certify that the fore-  
going deposition of J. S. Gar-  
brough was duly taken, sworn  
to and subscribed before me  
at the time & place <sup>and for the purpose</sup> men-  
tioned in the caption, and in  
under my hand this 20<sup>th</sup> 1896

H. C. T. Richmond J. H. C.



238  
141  
95  
279  
425  
24  
71

The Depositions of M. S. Ball,  
George Sworady and H. C. S. Rich-  
mond taken ~~by~~ at the law office  
of Pennington Bros. in presence  
V. J., by consent of parties,  
on the 8th day of March, 1897.  
which are to be read as evi-  
dence on behalf of the plaintiff  
in a certain suit in Chancery  
now pending in the Circuit Court  
for Lee County in which M. S.  
Ball & George Sworady are  
plaintiffs and S. B. Bailey & Co  
are defendants:

Present E. H. Pennington for the  
Complainants, and  
Geo. H. Sautsbury for the defendants.

M. S. Ball a witness of  
lawful age after being duly  
sworn deposes as follows.  
To-wit:

- (1) Give your name, age, res-  
idence and connection with  
this suit.

Ans. My name is M. S. Ball, I reside about  
2 miles west of Zwiny Va I am 63 years  
old. I am a member of the firm of  
Ball and Sworady and one of the  
Plaintiffs in this case.



2 Please state whether or not the firm of S. Bailey & Co are indebted to the firm of Ball and Snively in any sum and if so state the amount.

Ans. The firm of S. Bailey & Co are indebted to our firm in the sum of \$115.00 or \$116.00 and some cents. The said indebtedness is shown by a number of orders, filed in said cause by J. D. Gorbrough with his depositions.

3 I see that said orders are drawn by J. D. Gorbrough and addressed to H. C. T. Richmond, please state how you came by them, and why you purchased them, if you did purchase them.

Ans. In the latter part of April, 1896, at Mr Gorbrough's house, I saw Mr. Shepseran, and said to him that some of his saw mill hands wished to trade some of their Gorbrough orders at our store. That Mr Snively had taken in a few of them, and presented them to Mr Richmond, and that Snively said Richmond refused to pay them, and that I wanted to know of him, Shepseran, what he had to say in regard to the matter, as



Mr Gorbrough was sawing lumber  
for him, as to who was responsible  
for said orders. He Shepperson stated  
to me that he was, but had made  
arrangements, for Mr Richmond  
to lift them if he would sell the hands  
goods as low as <sup>at</sup> other stores. Then  
Mr. Shepperson said, he also said  
to Mr. Richmond in the arrangement  
of those orders, if any of the  
orders were not paid in goods.  
They should be paid off in money.  
Then I said to Mr. Shepperson,  
what must I say to Mr. Swan-  
ley about lifting those Gorbrough  
orders. He replied, you say to  
~~say~~ to Mr. ~~Shepperson~~ Swanley  
to lift the orders; I will settle  
with him for them. I then said  
to Mr. Shepperson the orders  
being given to Mr. Richmond  
"does that make any difference  
with Mr. Swanley lifting them?"  
He replied oh no, for I am  
bound for the orders, not a  
matter to whom directed,  
You just tell Mr. Swanley  
to lift those orders, and  
I will settle with him for them.



as I have to ~~left~~ foot the  
Yarbrough hills, any way.  
It is all the same with  
me, and no matter who  
holds the orders.

(5) At the time of this con-  
versation had you or ~~suave~~  
taken in and paid off any  
of the orders filed in this  
case? If so what amount,  
if you know.

Ans. There had been a few taken and  
paid off by Mr. Richmond,  
but I don't know the amount  
of them. And at the time of this  
conversation there had been taken  
in a few of said orders that  
had not been paid by Richmond  
or any one else. The orders that  
had been taken and paid off by  
Mr. Richmond were no part of  
the ones filed in Yarbrough's  
deposition.

'6 State whether you would have  
taken any more of the orders, after  
your conversation with Mr. Shep-  
pesson, had he not assured <sup>you</sup> that  
he would pay them off?



Ans. No sir, I would not.

X examined by G. W. Culberson  
for J. Bailey & Co.

1<sup>st</sup> Who attend to the business of the  
firm of Ball & Swavey?

Ans. Mr Swavey does most of it.

2<sup>d</sup> I noticed that in making your  
answer to question 3 of your  
direct examination, that you  
read said answer from a  
written memorandum, when  
was that prepared & by whom?

Ans. I prepared it a few days  
ago.

3<sup>rd</sup> Was that writing ever submitted  
to any one if so to whom?

Ans. It was never submitted  
to any body.

4<sup>th</sup> In that memorandum does  
it appear that the conversation  
you detailed in ans. to question  
three, taken place in Feby 96, as  
you first stated?

Ans. ~~Yes~~ Yes sir it is Feby.

5<sup>th</sup> Have you a good memory?

Ans. I have a good memory sir.

6<sup>th</sup> Then why did you write out  
your deposition before you came  
here?



Ans. I wrote it out to keep from being bothered so as to get it exactly as I knew it.

7<sup>th</sup> Then you made the mistake in putting down the month did you?

Ans. Yes Sir

8<sup>th</sup> Is it not a fact that Mr. Swavelly corrected you while giving the deposition?

Ans. He asked me if it was not April, I said yes.

9<sup>th</sup> Did the firm of Ball & Swavelly understand the contract that S. Bailey & Co had with Mr H.C. T. Richmond about the order, you have spoken of or all orders for the running of the Mills?

Ans. I did not

10<sup>th</sup> Did Mr Swavelly

I don't know

11<sup>th</sup> Do you mean to say that you & Mr Swavelly never had any conversation about same or did you not have several conversation on that subject.

Ans. I don't know, Swavelly said something to me at one time about a conversation he had with Mr Richmond.



12 When was that?

Ans. March or April some where in 1896.

13 Give us near as you can now remember, what that conversation was?

Ans. I think it was something that Richmond said, about have the privilege of the order in some shape.

14<sup>th</sup> They you did understand that Richmond claimed to have the right to take in all orders given by Jarbrough, did you not?

Ans. Yes Sir, that is the reason I asked Mr Shepperson to know the facts in the matter.

15 How often was the orders you have spoken of, ~~was~~ filed with Mr Richmond for payment?

Ans. I <sup>don't</sup> know how George Swavelly my partner, had presented them.

16 When they were presented to Mr Richmond for payment, under his (Richmonds) Contract with D. Bailey & Co were they?

Ans I don't know I suppose they were.



17 Do you give it as your best recollection that they were presented,

Ans I suppose they were, I don't know

18 Did Mr Swavey ever tell you they had been presented for payment to Mr Richmond

Ans. I don't recollect, I think he stated that Mr Richmond had refused to pay them, on the

~~19 How many conversations~~  
grounds that Mr Shepperson had authorized us to lift them.

19 Now will you please explain how Mr Richmond knew that Shepperson had authorized you to lift them?

Ans From what George Swavey had said I suppose

20 Then your answer to question last above is not from your own personal knowledge is it?

Ans It is not

21 State as near as you can remember what time in April 1846 that you had the conversation with Mr Shepperson that you have detailed

Ans. I think about the 11th or a little after.



22 Who was present when you had the conversation spoken of with Mr Shepperson?

Ans. No one but me & him.

23 You say it was at Jortborough when where was Jortborough?

Ans. In other room, we were on the first porch.

24 Did you immediately communicate that intelligence or the News you received in that conversation, about the payment of the order to Mr Francis your partner?

Ans. Yes Sir.

25 Then from that time on you looked to Shepperson for your pay did you not?

Ans. Yes Sir.

26 Then after that you never tried to collect from Richardson did you? I mean the orders.

Ans. Only as I stated a while ago that George said that Mr Shepperson said to present them.

27 Did you ever have a communication from Mr Richardson after that con-



conversation with Mr Shepperson  
in April, about your sending  
the orders to Richmond, for  
payment

Ans I don't recollect that there  
was

28 Do you remember the month  
that Shepperson should have  
said to present the orders to  
Richmond for payment.

Ans. My best recollection it was  
in August 1846

29 I will ask you to examine it,  
& I will show you, & state in  
whose hand write it is and  
to whom it was addressed;  
~~said exhibit~~

Ans. The figures and account of  
said ex. is in Mr Travell's  
hand write, the letter, on said  
Exhibit, I think is in Mr  
Richmonds hand write &  
I know it is his signature.

30 Do you know the hand-  
writing of Mr H.C. Richmond  
from having seen him write?

Ans I think I do.

31 Then do you give it as your



Opinion that the signature on  
said Ex. No 9, filed with Mr  
Shepperson deposition, is the  
hand writing of Mr H. T. Richmond.

Ans. Yes Sir.

32 When did you present to  
D. Bailey & Co your account  
for collection or payment?

Ans In August I ask him to  
pay said orders.

33 Was that the only time in the  
way

Ans Only time I did, I don't  
know what Mr Shively did  
I believe I wrote Shepperson  
before that.

34 I show you a receipt purpor-  
ting to be signed by Ball &  
Shively I will ask you  
if it is the signature of your  
firm on said receipt who  
wrote it?

Ans. It is the signature of the firm  
of Ball & Shively and I give  
as my best opinion that my  
partner George Shively wrote it

35 ~~Do you~~ Are you acquainted  
with the hand writing of your



George Snavely from having  
seen him write:

Ans I am.

36 Do you know it?

Ans I think I do.

37 Are you not positive that  
you do know his signature?

Ans I think I do.

38 How long have you been in  
business with Mr George Snavely?

Ans, Five years.

39 Now as a business man,  
after having been in business  
with one man five years  
~~you~~ <sup>do</sup> you mean to say that  
you ~~do~~ cannot say that  
you know his signature?

Ans I think I do.

40 What did your firm do, in  
answer to the note or letter written  
on 4. 9. that you have spoken  
of did you comply with said  
request?

Ans I don't know.

And further this deponent  
saith not

M. S. Ball

George S. Ball, another witness



X3  
of lawful age after being duly sworn deposes as follows:

- (1) Give your name, age residence and ~~occupation~~ connection with this suit.

Ans. My name is George S. Scrabble, I am 38; reside near Ewing depot in this county and I am one of the plaintiffs in this suit.

- (2) Do the firm of S. Bailey & Co owe the complainants in this suit any sum of money? If so, how much, for what and when did the same become due?

Ans. Said defendants do owe the complainants in this cause the sum of \$115.03; \$33.10 due 15<sup>th</sup> day of May, 1896, and balance due June 15<sup>th</sup> 1896. and said sum of money is due on account of the orders signed by J. S. Yarbrough addressed to H. C. S. Richmond and lifted by me, and are the same orders filed in said Yarbrough's depositions.

- (3) Please explain how it is you are charging said defendants with the amount of said orders.



Ans. In the first place Mr. Shep-  
person, one of the defendants  
in this suit authorized me  
to take up these said orders.

(4) In what way did he authorize  
you to take in said orders; tell  
me that was said between  
you and he about taking them  
up?

Ans. The first conversation had  
about the matter was between  
myself and said Shepperson  
at our store about the 15th  
day of April, 1896, before this  
I had taken in orders to the ex-  
amount of some \$4 or \$5<sup>00</sup>, and  
he came to the store and I called  
his attention to the matter and  
told him I had seen Mr. Rich-  
mond a few days before that  
time and he had explained the  
matter to me, and I had stopped  
taking any more. He replied to  
me, You take all these orders  
that comes to your store, and  
I will see that you get your  
money on them, this I believe  
is about all that was said



in this conversation. Shortly after  
this first conversation, about a  
week or two days thereafter, I met  
Mr. Shepperson on the Railroad  
track about opposite Mr. Yar-  
braugh's dwelling; and there I  
spoke to him again about taking  
in said orders, and he told me  
about the same thing he told  
me in the first conversation and  
told me to continue taking in the  
orders and he would see we  
got our money out of them.  
And again, a few days after  
said second conversation, I  
met Mr. Shepperson near Evening  
depot and there again we talked  
about <sup>the</sup> taking in said orders. In  
this conversation I told him if it  
was not satisfactory for us to  
take in the Yarbraugh orders,  
we would stop it; and he replied  
that it was all right, and that  
he would see that we got our  
money for all we took in.

(5) To refresh your memory; in  
either of said conversations, was  
there any thing said about Shep-  
persen guaranteeing the payment of



such of said orders you might take in? If so what was said about it?

Mrs. He just stated he would see them paid if we wanted take them in.

(6) How soon after you had your first conversation with said Ship person, you began taking in and paying off said orders?

Mrs. I don't know, soon afterwards, probably in a day or two.

(7) When did you cease taking said Yarborough orders and why did you stop taking them?

Mrs. We stopped taking them in about the 15th of May, 1896. We stopped because on that day I met Mr. Ship person at Yarborough's house and there I gave him at his request the amount of orders taken in to that time, and he told me to stop taking them in. From that time on, that he did not want to assume the payment of any more until other arrangements were made in his business.

(8) Were any more of said orders



taken in after May 18<sup>th</sup> 1896; if so, how much?

Mrs. There was taken in after that date orders amounting to \$4.26.

(9) In the deposition of Mr. Shipperson on page 16 in answer to the 1<sup>st</sup> question asked him concerning the matter in this suit, said Shipperson as a part of his answer, files what purports to be a receipt, signed by "Ball & Snively". Please explain this receipt, if you can?

Mrs. I have seen and inspected said exhibit. but it is not the receipt of our firm signed by them, but having been shown what purports to be the original, I think said exhibit (8) is a copy of the original. It was given for orders of S. Bailey & Co., they were written on Mr. Richards order book. These orders mentioned in said receipt were signed by S. Bailey & Co., and were given for their individual business. Yarbrough's name was not signed to any of <sup>the</sup> orders for which said



receipt was given. After thinking over the matter, I think Mr. Yarbrough's name was signed to some of the orders for which said receipt was given. I think Mr. Johnson was doing business for a while for Mr. Shepperson and he was turned off, and then Mr. Yarbrough came in for them.

Ques. 10. Where were the orders taken in for which said receipt was given.

Ans. In August, and probably some of them in July 1896.

Ques. 11. The orders for which said receipt was given, tell whether the orders were given for any thing connected with or about the sawing of S. Bailey & Co's. timber by Yarbrough?

Ques. 14. Not at all, they were not.

Ques. 12. When said receipt was given was there any agreement or understanding that the sum mentioned in said receipt should be in discharge or payment of any of the orders on which this suit was brought.

Ans. No, Sir.



Ques. 13

Mr. Suaverly have you read or heard read Mr. Shepperson's deposition on page 19 & 20? If so state what you remember of the time of this conversation, between yourself & Mr. Richmond.

Ans.

<sup>I have heard read said deposition on page 19 & 20</sup>  
This conversation occurred and then we stopped taking any more of said Yarbraugh orders, until after I had the first conversation with Mr. Shepperson at our store as above detailed. This conversation between myself and Richmond as well as I recollect occurred some time between the 12th & 10 of April, 1896.

Ques. 14.

Before the conversation with Richmond, had you taken in any of the Yarbraugh orders that had been paid off? If so how much and who paid you on them?

Ans.

I had before that time taken in about \$7<sup>00</sup> worth, which were paid off by Mr. Richmond.

Ques.

Do you know Charles H. Walcutt?

Ans.

I do.



Ques. 16

If you remember, state whether <sup>Malvern</sup> ~~he~~ was present, when you and Mr. Richmond was talking about the Yarbrough orders, that is at the time he was advising you to take in no more of them?

Ans. I don't remember him being present.

Ques. 17

Do you, and can you state positively that it was afterwards Mr. Richmond advised you to take in no more of the Yarbrough orders; that Mr. Shepperson had the conversations with you at the store, on the railroad track and at the Loring depot?

Ans.

I can state positively that said conversations were had with Mr. Shepperson after said Richmond had advised me to take in no more of said orders.

Cross-examined by W. H. Stulberg  
for Healey & Co

1<sup>st</sup> Then it was on the advice of Mr. Richmond, that you ceased to take the orders is that correct?

Ans.

Yes, Sir.

2<sup>nd</sup>

Who did you expect to pay the



spoken of by you and Ball that were taken, between the time that Mr Richmond paid the first orders and the time you had the conversation with Mr Shepman.

Ans. Probably at that time I did expect Mr Richmond to pay them.

3<sup>rd</sup> Then you did thoroughly understand the Contract between S Bailey & Co & Mr Richmond did you?

Ans. Yes Sir:

4 What was that Contract.

Ans. Mr Richmond told me he would pay the orders provided the money came into his hands.

5 How many conversations did you have with Mr Shepman, when, & who was present, I mean, as to the orders you have spoken of.

Ans. Four conversations 1<sup>st</sup> Early part of April 2<sup>nd</sup> <sup>about</sup> ten days after 3<sup>rd</sup> About 7 days after 2<sup>nd</sup> 4<sup>th</sup> 18 May, all in '56, no one was present at any time.

6 I will ask you, that if it is not a fact that the first conversation you had with him (Shepman) at your store if I was not with him.

Ans. Not to my knowledge.



I saw in August afterwards for the first time.

7<sup>th</sup> Now Mr. Snively, as a matter of fact is it too true, that the first conversation you had with Mr. Shepperson, about said orders, that he told <sup>you</sup> ~~them~~ <sup>you</sup> explained his arrangement with Mr. Richmond?

Ans. I don't know that he ever explained them at all.

8<sup>th</sup> Do you mean to say on your oath that Mr. Shepperson, did not tell you that he had made arrangement by which Mr. Richmond was to receive the proceeds of the Mill & Drumming lines?

Ans. I don't have any recollection of him ever explaining it to me, though he might have done so.

9<sup>th</sup> How & from whom did you get your information as to what the arrangement was between S. Bailey & Mr. Richmond?

Ans. I got it from Mr. Richmond all I ever know.

10 When & where, & who was present?

Ans. Some time in April 96, about the first at his store I don't know of any one.



11<sup>th</sup> Now don't you know that Mr  
Zorborough & Shepperson was  
present.

Ans. I do not

12 Were they ever present when  
Mr Richmond told you what  
the arrangement was?

13 Now you say you have a good  
memory, don't you remember that  
Mr Zorborough & Shepperson  
was present at Richmonds  
store when Mr Richmond said  
to you that his arrangement  
with S Bailey & Co, was that if he  
was to receive all the proceeds  
of the Mill & that he would pay  
orders in his hands first &  
then pay yours if he had money  
left or words to that effect?

Ans. I have no knowledge of it, I  
mean of them being present.

14 Was this conversation detailed in  
last question did occur did it?

Ans. The conversation occurred but  
not in their presence.

15 What orders did Mr Richmond  
pay you or your firm?

Ans. Mill orders of March 1896,



Which were given in the same way as the orders I had on me?

Q 16 Did you make out the last on exhibit nine that I now show?

Ans. I did ~~was~~

17 Was that presented to Mr. Richmond for payment, to the amount of \$39<sup>41</sup>? I mean the list.

Ans. I think I did present it for payment Mr. Shepperson told me that amount of money was up there for me

18 When did Shepperson tell you this?

Ans. He told me that the 18<sup>th</sup> of May

19 Is that the reason you presented it?

Ans. Yes Sir.

20 Why did Mr. Richmond return it to you?

Ans. He said he was not obligated to pay it unless he had the money to pay it with?

21 Are you sure that answer to <sup>question</sup> 18 is correct?

Ans. I am sure it was between 15<sup>th</sup> & 18<sup>th</sup> day of May, 97,



21

22 Did Mr Pickens write, his  
reason or tell you in person.  
I mean his reasons for not  
paying the list referred to \$35<sup>00</sup>  
He told me in person.



Ans. I think I did

28 When you say "you think you did" do you mean to give that as true?

Ans Yes Sir to best of my knowledge, I think I sent them it.

29 When you sent him those orders after May 1<sup>st</sup> 1876.

Ans Yes Sir.

30 Did you get them back, if so how long before you brought this suit?

Ans I got them back, but don't know when.

31 You did the same thing each month did you?

Ans That was the last time I presented them.

32 You never did make out such a list & present to S. Bailey & Co did you?

Ans No Sir never made out any list.

33 Did you sign the receipt & now show you, is it correct, if yes please file same as a part of this deposition marked, B.

Ans. Yes Sir I did sign it & it is correct & I file it as requested.



34 Is it not a fact Mr Suavely that you solicited all the orders that you could get, and is it not a further fact, that you were never requested to take said order by S. Bailey & Co.

Ans. No Sir I did solicit them, but ~~Shapperson~~ told me to take them.

35- What do you know as to the promptness of S. Bailey & Co, making prompt payments, for all bill they were liable for.

Objected to because immaterial impertinent & irrelevant to

Lump sum & Payment

36 Before April 15-96, you gave credit to Richmond on said orders, as you have stated, to whom did you give credit after May 1896.

Ans. I looked to Mr Shapperson

37 Have you not said that on the 18 of May he told you to not take any more of the orders, I mean Shapperson.

Ans. Yes Sir I have.

38 Then you still looked to S. Bailey & Co for pay after that time?

Ans. Yes Sir



39 Is it not a fact Mr Richmond  
has been giving you all the aid  
in this suit that he could, and has  
been very diligent in rendering your  
assistance.

Ans. No Sir; nothing concerning it  
40 Has he not been present here  
all day suggesting ~~you~~<sup>to</sup> ~~in~~ your  
counsel.

Ans. He has been here all day &  
would occasionally go out & talk  
to my attorney I don't know what  
he said to him.

Re Examined

ques. 1 The first question asked you  
on cross examination is this:  
"Then it was on the advice of  
Mr. Richmond that you ceased  
to take the orders. is that correct?"  
and your answer thereto was:  
"Yes Sir" Now explain at which  
time you ceased taking said orders  
on Richmond's advice, the first  
or last time?

Ans  
ques. I think it was the last time.  
Now think about it? Are  
you not mistaken? Has it  
not on the first time you



23

and taking them as Rich-  
monds advice?

I object to the last question because  
it is leading G W Salisbury

Ans. Now to the best of my  
knowledge it was the  
first time?

Re-examined  
by G W Salisbury

1 What do you have reference as  
as to times 1<sup>st</sup> & last?

Ans. I have reference to conversation.

2 Have not said three times that  
it was the last time, to the best  
of your opinion.

Ans. I don't think I did.

3 Did you say that 2 times.

I never answered the question  
positively, after I thought it over  
then I said first time

4 Can you now say positively  
when it was.

Ans. I could not.

5 Have you told all you know?

Ans. As far as I have.

6 Where was you and what time  
in the day, did you have the conver-  
sation of May 18<sup>th</sup> 96



Ans. at Mr Jarboe's  
7 Q. Is that is not a fact that you  
approached Mr Shepperson, and said  
to him, these words "Mr Richmond,  
has not paid me and I want to see  
what you have to say," or words to  
that effect?;

Ans. Not to my knowledge, he asked me  
if I had got my pay.  
And further he says not.

Geo. S. Snoddy

H. C. S. Richmond a witness of  
lawful age after being duly sworn.  
deposes as follows

Ques. 1 Give your age, residence  
and occupation.

Ans. I am 56 years old, reside  
at Ewing depot and am a  
merchant.

Ques. If you ever heard Mr. W. S.  
Shepperson say any thing about  
S. Bayley & Co. owing said Ball  
& suanely any thing? If so, state  
what was said, and when and  
where?

Ques. 2. The last conversation we had  
about these orders of



Ball & Swanley's was at the  
East of Ewing depot, and  
it must have been at the  
May 1896 pay day which  
was about the 15th of that  
month. I think at the April  
pay day the March orders  
that Ball & Swanley had were  
paid by me amounting to \$7<sup>50</sup>  
or \$8<sup>00</sup>. At the May pay day 1896  
Mr. Shepperson followed me  
out of the depot and asked  
me to pay off the Orders which  
Ball & Swanley had, <sup>the said</sup> that he  
had gone down to them, and  
told them to take up the  
orders & that they would be  
paid. I told Mr. Shepperson  
that I did not have the money  
in my hands to pay the orders.  
I also told him that Ball  
& Swanley were holding him  
for them, so they told me,  
and that I would advise him  
to go down and notify them  
not to take any more  
orders; he replied, I will do  
that now, and he then turned  
off in the direction of Ball



Swanely's.

Ques. 3. The orders on which said  
Ball & Swanely sued, are ad-  
dressed to you for payment.  
Can you explain why they  
all were so addressed?  
If there was any motive or  
reason for so addressing  
them, please state what  
it was.

Ans. When we entered into our new  
arrangement in the latter part  
of Feb., 1896, I think it was,  
there had been so much  
trouble with the men at the  
mill prior to that time, I  
suggested that I would get  
printed order books in my  
name, and that Mr. Yarbrough  
would very right give the  
men an order for the amount  
of their time; there was nothing  
binding on the men to trade their  
orders at my store, they had  
the right to trade them any  
where they could or hold them  
till pay and when the money  
was in my hands, after re-



25  
1  
imbarassing myself for such  
of them that I had paid off.  
The residue was to be paid on  
outside orders. S. Bailey & Co  
knew about this arrangement  
and the matter was under-  
stood with them

Ques. 4 Have you seen and examined  
Exhibit 9 filed with W. F.  
Shepherd's depositions and refer-  
red to, in the cross examina-  
tion of Geo. S. Snively? If so  
explain it if you can?

Ans. I have seen said exhibit  
and examined it. It seems to  
be a list of orders taken in  
by Ball & Snively, partly for  
the Sunny line, partly for S.  
Bailey & Co and partly for J. D.  
Yarbraugh <sup>mill</sup> orders. Of this for  
S. Bailey & Co. \$4.55 is marked  
paid. If I paid S. Bailey & Co paid it  
back to me. The Sunny line  
of \$1.76 seems to have been paid  
by me, and the residue \$33.10  
appears to be Yarbraugh mill  
orders. This I did not pay because  
I have never had any money  
in my hands with which to pay.



Ques 5. State whether Ball & Snavely  
were presented for payment to  
you the \$33.10. If so, where was  
it presented?

Ans. My recollection is I asked  
them to send me a list of all  
their orders which had been  
taken up by them prior  
to May 1<sup>st</sup>, 1896, and they sent  
to me exhibit "9"; and an  
receipt of same I wrote  
the note thereon to them &  
returned it asking them to  
send me the orders with the  
list, and some time after, <sup>perhaps</sup> be-  
fore the May pay day, my recol-  
lection is they returned me the  
list with the orders mentioned  
therein and on the May pay day  
I paid thereon the amounts be-  
fore mentioned and returned to  
them the balance of these orders.

Ques. 6 Have you seen and inspected  
exhibit ~~8~~ "8" filed with Snavely's  
depositions? If so, state for what  
the orders therein mentioned were  
given, whether for Garbraugh's sawing  
or on some other account, and



1  
Ans. I have <sup>seen</sup> said exhibit. I do not  
know for <sup>what</sup> the orders were given.  
I have similar orders, and they  
were not given for Garbrough's  
sawing

X by W. Paulsberry atty. for  
S. Bailey & Co

1st Is it not a fact, that the new  
arrangements you speak of in Feb'y,  
1896, was that H. C. J. Richmond, was  
to pay all running expense for Mill and  
Dummy line, and to receive the entire  
earnings of said Mill & Dummy?  
from S. Bailey & Co.

Ans. I was to receive all the earnings  
of the Dummy line & Mill and  
was not to pay out anything more.

Q 2nd Is it not a fact that the orders  
sawd on by Ball & Suavely, was  
orders given on you by Garbrough  
under said new arrangements &  
during the time of the existence of  
said arrangements.

Ans. Given in my name, as heretofore  
explained in my deposition

3rd How many talks had you with  
Mr Suavely or Ball about said orders.

sawd on

Ans The Lord only knows & don't we



had a great many conversations about those orders even up to today.  
4<sup>th</sup> Is it or not a fact that Ball & Suavely, at all times understood the new arrangements between you and J. Bailey & Co, heretofore spoken of?

Ans. I explained the new arrangements to Mr Suavely, I read the Contract that I had, which Mr Welsh, sent me I cannot say when it was it must have been in April but I cannot say.

5 Do or would you give it as your best judgment, that it was in April 1846, what you explained it to him?

Ans. Yes Sir I think it must have been in April 1846.

6<sup>th</sup> How do you know that you have orders similar to the orders mentioned in exhibit W<sup>11</sup> to Suavely's deposition?

Ans. I thought I had orders similar to those orders, from the Statement in the Exhibit.

7<sup>th</sup> The exhibit mine, purporting to be a Statement of orders taken up by Ball & Suavely in April, was presented to you together with the orders, and the payment of same demanded by them from you is that right.



No. ....

MIDDLESBOROUGH, KY., Aug 21<sup>st</sup> 1896

S. BAILEY & CO.

TO Cash and ~~Drawings~~ DR.

P. O. ADDRESS Ewing, Mo

Aug 21 So Order of Drawing to date 138.64

RECEIVED Aug 21<sup>st</sup> 1896, of S. BAILEY & CO.,

Thirty Eight and 44/100 — in full for the above account.

\$38.64

Balt & Sweeney



VOUCHER NO. ....

**S. BAILEY & CO.**

Date *Aug 21<sup>st</sup> 1894*

Name *Dean & Son*

P. O. Address *Cumby Va.*

1 Willett's Tract..... *3864*

2 Lumber Account.....

3 Tie Account.....

4 Bark Account.....

5 Expense Account.....

6 *Exhibit S. to*

7 *George Shaurly,*

8 *deposition,*

9 .....

10 .....

11 .....

12 .....

13 .....

14 .....

\$ *38.44*



Ans I think it is, have explained in  
my deposition

And further this  
deponent's oath with  
McDermott

We the undersigned waive certifi-  
cate of officers before whom these  
depositions were taken as the  
officer is out and can not be  
found to day. This, March, 9<sup>th</sup> 1897.

Duncan & Pennington Pros for  
Complainant,

W W Sutherland  
att'y for deft.



Ball & Knavey

vs { Depositions of  
W.B. Ball and  
George Saurdy  
and H.C. T. B.  
for pffs.

S. Bailey & Co.

Filed March 9<sup>th</sup> 1897

A.B. Mumayck

Notary for 150



The deposition of W. J. Shepperson taken by agreement, at the law office of Remington Bros, at Jonesville Va March 9<sup>th</sup> 1897, to be read as evidence upon behalf of the defendant in an action in Chancery, now pending in the Lee County Circuit Court wherein M. S. Ball & George Suavey, as Ball & Suavey are plaintiffs and S Bailey & Co are defendants, present representing the plaintiffs E. M. Remington and representing defendants G. W. Saulsbury.

Witness being of lawful age, and duly sworn says,

1<sup>st</sup> State your age residence and occupation, and what relation you have with depts S Bailey & Co.

Ans

I am 38 years of age resident Danville Va, occupation lumberman, I am & am the Co, of S Bailey & Co defendants in this action.

2<sup>nd</sup> Have you heard the plaintiffs M. S. Ball and George Suavey testify on yesterday, as to conversations with your self, with reference to the depts paying the orders issued on, have you? if your answer



is Yes, State, if said Conversations occurred as detailed by them, if not, was there any conversations state fully.

Ans.

I heard them testify as to the Conversations, said Conversations did not occur as detailed by them, I had Conversations with them I had one Conversation with Mr Ball about said some time in the later part of April 1846. Mr Ball Called on me at Farnborough one Morning, and asked me what I thought of the orders Mr Suavey was taking in as he understood Mr Richmond was making some objections to them having the orders. I then out-lined to Mr Ball between Mr Richmond Farnborough & S. Bailey & Co and stated to him that Mr Richmond had made a statement to the bank at Mill, that they were not compelled to use those orders or all of them as his store and for that reason I believed that the orders would be paid by Mr Richmond on regular pay day.



This is all that was ever said  
by me to Mr Ball, the out-lined  
statement referred to above, was  
the contract ~~by~~ between J Bailey  
& J D Yorborough & H C J Richmond  
this I call an agreement by which  
J Bailey & Co agreed to pay to H C J  
Richmond for J D Yorborough  
the full earnings of the Mill &  
that only also the same arrange-  
ment was made in reference to  
the Drumming line, in consideration  
of the said Richmond getting the  
full earning earnings as above  
stated he was to receive and pay  
off all orders given by Yorborough  
for running expenses of the Mill.

I had only two conversations with  
Mr Swaney, in which I had said  
the same to him that I had ~~said~~  
said to Mr Ball, In my last  
conversation in May 96, Mr Swaney  
called on me, just before the  
train time, in the evening  
about 8 o'clock, & said to me  
that Mr Richmond had refused  
to pay the orders on that pay day but  
that he had promised to ~~pay~~ pay out  
the following month.



10 I then said to Mr Sweeney, that it was very evident to me that Mr Richmond intends to have this trade at his own store and that my advice to you would be not to take any more orders.

Nothing more was said until sometime in Aug. I received a letter from Mr Ball, wherein he states they had a certain amount of orders that Mr Richmond had failed to pay & wanted to know what was to be done about.

I afterwards called at his store & told him that we had nothing to do with those orders & that he full well knew the facts in the case.

3<sup>rd</sup> Did you ever in any way pursue the said Ball & Sweeney or either of them, that J Bailey & Co would say that said orders was paid.

~~Ans~~ Above question objected to because it is in chief & a similar question having been ask this witness before Duncan & Pennington.

Ans I positively did not.

4 Did the firm of Ball & Sweeney



ever present an account, of said  
orders to S. Bailey & Co & demand  
payment in any way except by  
this action and a suit that was  
brought in the County Court.

Ans.

They positively did not, never  
saw the order nor did I know  
what the amounts were.

X examined

(1)

For what was the receipt, filed  
with Mr. Sumner's deposition marked  
exhibit "B" given? ~~Was it given?~~

Ans

It was given for S. Bailey & Co's  
orders, for outside business,  
and not for any thing ~~given~~  
connected with the Yarbrough  
business.

(2)

How and when were the pay days  
arranged?

Ans

Pay days were to be about  
the 15<sup>th</sup> to 20<sup>th</sup> of each month.  
All orders, <sup>for outside business</sup> ~~for outside business~~ <sup>for outside business</sup> of the month  
previous to pay days, were to be  
paid on pay days, and these orders  
all had S. Bailey & Co's signature  
And on the 1<sup>st</sup> of each month an  
estimate was made of the saving  
done for the previous month by



Yarbraugh, and such estimate  
at the rate of \$2.00 per. week  
on the 15<sup>th</sup> of the month paid on  
~~to be~~ paid to Mr. Richmond. This  
was under the Feb., 1896 case  
heretofore spoken of. He had  
nothing to do with the giving  
of the Yarbraugh orders. Which  
payments were always promptly  
made up to and including the  
July pay day, day 1896, for which  
voucher has been filed  
with my depositions

Ques. 2. Is it not a fact, that for out-  
side business of S. Bailey also  
that much of this business was  
~~made~~ paid for at different dates  
than the 15<sup>th</sup> of each month.

Ans. Objected to because immaterial & irrelevant & —

G. H. Southbury,

Ans. No, not much of it, but a  
little of such may have been  
paid on different days than pay  
days.

Ques. 3. What had you done on the  
day you had the conversation  
as you say at & R. M. with



Mr. Suavely?

Mrs. I can't answer this. Had been  
around the mill looking after  
business the same as usual.  
I think this was pay day also.

Ques. 4 Where did you take dinner  
that day?

Mrs. objected to because incl.  
want to Sautsbury  
I can't know.

Ques. 5 To refresh your memory  
did you not on the May pay  
day take dinner at Yarbroughs  
and after eating dinner did  
not Mr. Suavely call to see  
you, and after you had  
talked with a while, did  
you not in company with  
some other gentlemen get in  
a hack of Mr. Richmond's  
and go to Rose Hill or in  
that neighborhood to see  
after iron ore.

Mrs. I can't say where I ate dinner,  
I did not see Mr. Suavely, to the  
best of <sup>my</sup> knowledge I saw him at the  
train. Now, I say no. sir to the  
question.



Ques. 6 At the time you called at  
Ball & Swavelle's & told me  
August 1896. Had they not then  
sued out an attachment on  
<sup>at least</sup> were threatening some kind of  
suit against S. Bailey & Co.?

Ans. I think not.

Ques. 7 Then why were you telling  
them that you had nothing to  
do with Yarbrough or Ans. if  
they had made no demand on  
you for payment, nor were  
threatening a suit against  
you.

Ans. Simply in reply to their letter  
wherein they had written  
S. Bailey & Co., stating that  
H. C. J. Richmond had re-  
fused to pay the orders  
which they had taken in. This  
was a personal letter from  
M. S. Ball, asking me to  
come up ~~to~~ see what  
might be done about it.  
He further stated either  
in the letter or while there, I  
can't recall which, that  
Mr. Richmond had been trying.



ing to persuade Mr. Snavely  
to sue Bailey & Co for these  
orders, and that he Mr.  
Ball would not agree  
to 'th. This conversation was at Bancroft St. Store.

Ques.

Now, where is the letter  
spoken of from W. S. Ball.

Ans

At our office in Mid-  
deborough.

All of the examination of  
this witness about the contents  
of said letter is objected  
to, because the letter is the  
best evidence of what it  
contains.

Duncan & Pennington

Re-examined.

- 1 Does the voucher filed with Snavely's  
deposition as exhibit 'S', referred to  
in your Cross-examination, cover  
all the indebtedness of S. Bailey & Co.  
to Ball & Snavely for orders or  
otherwise

Ans.

It does.

Objected to because order shows  
for itself. Further deponent says not,  
W. S. Shepperson.



Virginia, Lee Co. town -

I B. E. Baux a notary public  
in & for the County & State afore-  
said do certify that the fore-  
going deposition of J. J. Shepperson  
was duly taken subscribed & sworn  
to before me, at the time & place  
& for the purpose in the caption  
hereto mentioned

Given under my hand this 1st day  
of 1897, B. E. Baux Notary



Ball & Traverly  
vs { Depositions  
W. J. Shepperson  
for Defendants.

J. Bailey & Co

Filed in Open Court  
March 9<sup>th</sup> 1897.  
A. B. Munsey clk.



In The Circuit Court for The County of Lee;

Bass & Snowley Plaintiffs,

vs.

In Chancery

~~XXXXXXXXXX~~  
S. Bailey & Co.

Defendants.

This day Geo S. Summey partner with M. S. Bass.

under the firm name of Bass & Snowley, personally appeared before me, A. B. Munsey,

Circuit Clerk of the Court for the county of Lee, and made ~~oath~~

~~oath~~ that the claim for which the above entitled suit is in-  
stituted is believed to be just and that he believes that the said Bass &

Snowley are entitled to and ought to recover in the

said suit \$ 115.03, at least, with interest thereon from

the 15<sup>th</sup> day of May 1886 till paid, and that to the best

of the affiant's belief, the defendants, S. Bailey and W. T. Shepper-

son, who compose the firm of S. Bailey and Co. are not residents

of this State and have estate and debts belonging to them, the

said defendants within the said County of Lee, in which this

suit is; and that the said defendants are removing or about to remove

their estate or the proceeds of the sale of their property

by, or a material part of such estate or proceeds out of this

State, so that process of execution on a judgment obtained by

the ordinary course of law would be unavailing.

IN THE PRESENCE OF ME, A. B. MUNSEY, Clerk of the Court.

Geo S. Summey  
Subscribed & sworn to before me this 24<sup>th</sup> day  
of Sept 1886

A B Munsey  
Clerk.



Bace & Snowly,

vs. { Affidavit  
S. Bailey & Co.

Bace & Snowly

Pro. Bace & Snowly vs. S. Bailey & Co.

Pro. Bace & Snowly

12-12-92

12-12-92

Pro. Bace & Snowly

Pro. Bace & Snowly

"THE SEED THAT WE SOW IS THE SEED THAT WILL GROW"  
"THE SEED THAT WE SOW IS THE SEED THAT WILL GROW"  
In the beginning God said, "Let us be light and there was light."



We agree that S. Bailey & Co  
may sell any amount of the  
lumber at their yard at Eving,  
Lin County, Virginia which has  
heretofore been attached on by  
us; the money for which said  
lumber is so ~~attached~~ ~~by~~  
~~sold~~ to be paid by the purchas-  
er into the hands of A. L. Pride-  
more to be held by him subject  
to the determination of the  
suits instituted by us in  
the Circuit Court of Lin County  
Va., This the 20<sup>th</sup> day of Nov. 1876.

H. C. P. Richmond  
Hampton & Smith  
Ball & Swavelly  
by Pennington Bros & Duncan & Hyatt  
Attorneys.

Copy-



Agreement to  
Ship



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 64

Ewing, Va.,

5/57 1896

H. C. T. RICHMOND,

Pay

orange cream

fifty dts

50  
100

Dollars

in Merchandise, on demand at your store.

\$

50 dts



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 108

Ewing, Va., 5/27 1894

H. C. T. RICHMOND,

Pay

George Orrell

fifty five & 50

Dollars

100

in Merchandise, on demand at your store.

\$

53.50

J. D. Larkins



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 135

Ewing, Va., 5/8/ 1896

H. C. T. RICHMOND,

Pay

grocery barrel

and balance 100 Dollars  
100

in Merchandise, on demand at your store.

\$ 100

R. B. Newman



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 175

Ewing, Va.,

5-12 1894

H. C. T. RICHMOND,

Pay

George Arral  
Henry D. Smith 40 Dollars

100

in Merchandise, on demand at your store.

\$ 40.00

R. S. NEWMAN & CO., KNOXVILLE



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 4

Ewing, Va., 5/1/ 1896

H. C. T. RICHMOND,

Pay Sam Stewart

one dollar 100 Dollars

in Merchandise, on demand at your store.

\$ 100



DEALER IN  
Goods, Groceries, Etc.

No. 134

Ewing, Va., 5/8/ 1896

H. C. T. RICHMOND,

Pay

Bob Burns  
one hundred & eighty five <sup>100</sup> Dollars

in Merchandise, on demand at your store.

\$

185 06 J. B. Newman

A. B. NEWMAN & CO., KNOXVILLE



44C  
3  
120



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 199

Ewing, Va., 5/13/ 1896

H. C. T. RICHMOND,

Pay Beh. ann

Two Dollars — 200 Dollars  
100

in Merchandise, on demand at your store.

\$ 200



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 53

Ewing, Va.,

5/5/ 1896

H. C. T. RICHMOND,

Pay

Geo. Smith  
and Father 100 Dollars  
100

in Merchandise, on demand at your store.

\$ 100



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 133

Ewing, Va., 57 8/10 1896

H. C. T. RICHMOND,

Pay

Five Smith  
and Dollar 100 Dollars

100

in Merchandise, on demand at your store.

\$

100  
J. J. Anthony



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 171

Ewing, Va., 5/12/ 1898

H. C. T. RICHMOND,

Pay

Fac Smith

fourty do

40  
100

Dollars

in Merchandise, on demand at your store.

\$ 4000



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 79

Ewing, Va., 5/6/ 1896

H. C. T. RICHMOND,

Pay

George Kelban

Sundry etc

70

Dollars

100

in Merchandise, on demand at your store.

\$

7006 J. J. Orban



**H. C. T. RICHMOND,**  
DEALER IN  
**Dry Goods, Groceries, Etc.**

No. 5

Ewing, Va.,

5/16/ 1896

**H. C. T. RICHMOND,**

Pay

cf J. Edmunda  
Two Dollars & 1/2 **Dollars**  
100

in Merchandise, on demand at your store.

\$

250cb J. J. Zahay



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 3

Ewing, Va., 5/16 1896

H. C. T. RICHMOND,

Pay Twenty and no

Two Dollar 200 Dollars  
100

in Merchandise, on demand at your store.

\$ 200



H. C. T. RICHMOND,

DEALER IN

Dry Goods, Groceries, Etc.

No. 4

Ewing, Va.,

5/16/ 1896

H. C. T. RICHMOND,

Pay Bill Ayer

Two Dollars

200

Dollars

100

in Merchandise, on demand at your store.

\$ 200



X H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. ~~17~~ ~~22~~ ~~23~~

*Littleville*  
Ewing, Va., *May 24* 189*6*

H. C. T. RICHMOND,

Pay

*Tom Wike*

*one Dollar*

Dollars

100

in Merchandise, on demand at your store.

\$

*1.00*



x H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 6

Ewing, Va., May 18 1896

H. C. T. RICHMOND,

Pay Don Toley

one Dollar Dollars

100

in Merchandise, on demand at your store.

\$ 1.00



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 118

Ewing, Va., 57 7/8 1898

H. C. T. RICHMOND,

Pay Jim Ferguson

fourty five and 00/100 45 Dollars

in Merchandise, on demand at your store.

\$ 45 00/100



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 147

Ewing, Va., 5/9/ 1896

H. C. T. RICHMOND,

Pay

Jim Lubman  
Twenty five & 35 Dollars  
100

in Merchandise, on demand at your store.

\$ 35 & 35



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 16

Ewing, Va., 5/2 1896

H. C. T. RICHMOND,

Pay

of D. Ednardo an

Two Dollars 202

Dollars

100

in Merchandise, on demand at your store.

\$ 202 ct

J. B. Zahay



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 80

Ewing, Va., 37 7 / 1896

H. C. T. RICHMOND,

Pay C. S. Edmondson

one Hundred & Ten cts 110 Dollars

100

in Merchandise, on demand at your store.

\$ 110 cts

J. J. Zahagb



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 123

Ewing, Va., 577/189

H. C. T. RICHMOND,

Pay

George Wilson  
Thirty five 35 Dollars  
100

in Merchandise, on demand at your store.

\$ 35 00



H. C. T. RICHMOND,

DEALER IN

Dry Goods, Groceries, Etc.

No. B/

Ewing, Va.

May 3 1896

H. C. T. RICHMOND,

Pay

Nath Gray

one Dollar & six cts

Dollars

100

in Merchandise, on demand at your store.

\$ 1 06

S. S. NEWMAN & CO., KNOXVILLE



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 50

Ewing, Va., May 3 1896

H. C. T. RICHMOND,

Pay N. S. Edmonson

Two Dollars & Fifty cts 100 Dollars

in Merchandise, on demand at your store.

\$ 250



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 107

Ewing, Va., 4/30/ 1896

H. C. T. RICHMOND,

Pay

Will pay  
Two Dollars & Thirty Cts 230 100 Dollars

in Merchandise, on demand at your store.

\$

230 cb

W. S. Newman & Co.



Bad Hunt on April 1. 75



H. C. T. RICHMOND,

DEALER IN

Dry Goods, Groceries, Etc.

No. 36

Ewing, Va.,

4/4/1896

H. C. T. RICHMOND,

Pay

Two hundred

and Dollar

100

Dollars

100

in Merchandise, on demand at your store.

\$

100 mil Co Bz J B



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 26

Ewing, Va.,

4/3/ 1896

H. C. T. RICHMOND,

Pay

Frank Nelson

Eighty

100

Dollars

in Merchandise, on demand at your store.

\$

80 mil B B Joz



80

75-

100

---

255-



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 24

Ewing, Va.,

Apr 9<sup>th</sup> 1896

H. C. T. RICHMOND,

Pay

Thos McNabb

One

Dollars

100

in Merchandise, on demand at your store.

\$

1<sup>00</sup> Mil Co B B



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 78

Ewing, Va., 5/6/ 1896

H. C. T. RICHMOND,

Pay

Will pay

one Dollar & 24/100 Dollars

100

in Merchandise, on demand at your store.

\$ 1.40 to J. J. Sparks



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 125

Ewing, Va., 5/8/ 1894

H. C. T. RICHMOND,

Pay

Will pay  
Twenty five 75 <sup>100</sup> ~~Dollars~~

in Merchandise, on demand at your store.

\$

75



75-

64

---

139



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 17

Ewing, Va., 5/2/ 1896

H. C. T. RICHMOND,

Pay

Will Ayers  
and Dallas & Shubert 135 <sup>100</sup> Dollars

in Merchandise, on demand at your store.

\$

135cts



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 184

Ewing, Va., 5/11/ 1896

H. C. T. RICHMOND,

Pay

John Marshall  
Eighty & 80

Dollars

100

in Merchandise, on demand at your store.

\$

805



H. C. T. RICHMOND,

DEALER IN

Dry Goods, Groceries, Etc.

No. 137

Ewing, Va., 57 8/ 1894

H. C. T. RICHMOND,

Pay

John Smalwood  
one Hundred

100

Dollars

in Merchandise, on demand at your store.

\$ 100

J. D. Schaggs  
S. B. NEWMAN & CO., KNOXVILLE



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 9

Ewing, Va., 5-1 1896

H. C. T. RICHMOND,

Pay

John Grimalucci  
one full 100 Dollars

100

in Merchandise, on demand at your store.

\$

100



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 32

Ewing, Va., 5/2 1896

H. C. T. RICHMOND,

Pay

John Smalwood  
and John 100 Dollars  
100

in Merchandise, on demand at your store.

\$ 100



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 204

Ewing, Va., 5/15 1899

H. C. T. RICHMOND,

Pay cf. S Edmundson

Eighty-five 85 Dollars

100

in Merchandise, on demand at your store.

\$ 85 cb J Dyarhaugh



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 1

Ewing, Va., 5/16/ 1894

H. C. T. RICHMOND,

Pay

Wm. Bradford

Two Hundred & Thirty 235 Dollars

100

in Merchandise, on demand at your store.

\$ 235 00

J. B. Zahra



\$ 1081

4/23/

189

C

H. C. T. RICHMOND,

Pay

San Antonio  
and Dallas

100

Dollars

in Merchandise on demand at your store.

100

MOEN BROS. & CO., PRINT., KNOXVILLE, TENN

E. Dyerhough



\$ 10 90

4/20

1896

H. C. T. RICHMOND,

Pay

Lamcharah  
one Dollar

100 Dollars

100

in Merchandise on demand at your store.

MOEN BROS. & CO., PRINT., KNOXVILLE, TENN

H. C. T. Richmond



8/76

4/

189 9

H. C. T. RICHMOND,

Pay

Lohman & McVahl

and Dollars

100

Dollars

in Merchandise on demand at your store.

100

J. B. Zarbaugh

WIDEN BROS. & CO., PRINT., KNOXVILLE, TENN



\$ 28 *Exch* 16 *Apr* 1896

H. C. T. RICHMOND,

Pay

*Long Men*

*One*

Dollars

100

in Merchandise on demand at your store,

MOEN BROS. & CO., PRINT., KNOXVILLE, TENN

*H. Zachary*



\$10 10

4/21

1896

H. C. T. RICHMOND,

Pay Leonard Ludy  
and Pallas in 100 Dollars

in Merchandise on demand at your store.

WIDEN BROS. & CO., PRINT., KNOXVILLE, TENN

L. P. Yearheary



\$1036

4/23/1896

H. C. T. RICHMOND,

Pay

Jessie Auerby  
and Dallas 100 Dollars

100

in Merchandise on demand at your store.

WADEN BROS. & CO., PRINT., KNOXVILLE, TENN

J. D. Auerby



\$ 45

4/18

189

H. C. T. RICHMOND,

Pay

~~to~~ Leonard Luedy  
are paid & paid by Ch 130 Dollars

in Merchandise on demand at your store.

100

W. D. BROS. & CO., PRINT., KNOXVILLE, TENN

W. D. BROS. & CO.

\$

910 79

4/28

189

6

H. C. T. RICHMOND,

Pay

Chilcote

Twenty

20

Dollars

100

in Merchandise on demand at your store.

WIDEN BROS. & CO., PRINT., KNOXVILLE, TENN

J. D. Zarbrink



8

81619

4/22

189

H. C. T. RICHMOND,

*Pay*

Pay Vac, Smith

Pay ~~for~~ ~~extra~~ ~~work~~  
Gumby print CB

75

Dollars-

100

*in Merchandise on demand at your store.*

WADEN BROS. & CO., PRINT., KNOXVILLE, TENN.

81058

4/25

1896

H. C. T. RICHMOND,

Pay

Will pay

as follows fifty 150

Dollars

100

in Merchandise on demand at your store.

WEDEN BROS. & CO., PRINT., KNOXVILLE, TENN

W. H. Beach



\$ 2157

4/25

189

H. C. T. RICHMOND,

Pay

Will ayes  
a dollar

100 Dollars

in Merchandise on demand at your store.

100

HOEN BROS. & CO., PRINT., KNOXVILLE, TENN

*[Handwritten signature]*

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 511

Ewing, Va., 4/15/ 1894

H. C. T. RICHMOND,

Pay Frank Post

crinkly to 90 Dollars

100

in Merchandise, on demand at your store.

\$

90 cents By J. D.



Frank Fox.

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 106

Ewing, Va., 4/30/ 1896

H. C. T. RICHMOND,

Pay Thomas Rice

Two Dollars & Thirty Cts 230 Dollars  
100

in Merchandise, on demand at your store.

\$ 230 cts

J. S. Newman

S. S. NEWMAN & CO., KNOXVILLE



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 105

Ewing, Va.,

4/30 1896

H. C. T. RICHMOND,

Pay

Bah Amms

and Datta & party cts 140 Dollars

100

in Merchandise, on demand at your store.

\$

140 cts

J. D. Hancock

81022

4/22

189

H. C. T. RICHMOND,

Pay *Margann Atkins*

*Seventy five* 75 Dollars

in Merchandise on demand at your store.

W. DEN BROO, & CO., PRINT., KNOXVILLE, TENN



8

189.

H. C. T. RICHMOND,

Pay

Paul Walker 100 Dollars

*in Merchandise on demand at your store.*

MOEN BROS. & CO., PRINT., KNOXVILLE, TENN.

\$ 1048

4/24/1894

H. C. T. RICHMOND,

Pay Morgan Atkinson  
and Pallone 100 Dollars

in Merchandise on demand at your store.

MOEN BROS. & CO., PRINT., KNOXVILLE, TENN

W. J. Arhoad



\$ 10 37

4/23/1894

H. C. T. RICHMOND,

Pay *Margaret Atkins*  
*one Dollar* 100 Dollars

in Merchandise on demand at your store.

1608 BROS. & CO., PRINT., KNOXVILLE, TENN.

*J. J. Parkhurst*

\$ 1057

4/25

1896

H. C. T. RICHMOND,

Pay Henry Phal

fifty 50

50

Dollars

in Merchandise on demand at your store.

100

JOHN BROS. & CO., PRINT., KNOXVILLE, TENN

J. H. Hancock



\$ 910 94

4 / 20 / 1894

H. C. T. RICHMOND,

Pay

John W. W. W. W.

one Dollar & fifty ct 150

Dollars

100

in Merchandise on demand at your store.

WIDEN BROS. & CO., PRINT., KNOXVILLE, TENN

H. C. T. Richmond

150  
80  

---

230

1.75—  
40  

---

2.15—



\$

21018

4/22/

189

6

H. C. T. RICHMOND,

Pay

Kahn & Sprockwood

Twenty five

75

Dollars

100

in Merchandise on demand at your store.

J. D. Garbrough

W. DEN BROOK & CO., PRINT., KNOXVILLE, TENN

\$ 1067

4/25

189

H. C. T. RICHMOND,

Pay

Lane Merch  
and Dallas

100 Dollars

in Merchandise on demand at your store.

100

JOHN BROS. & CO., PRINT., KNOXVILLE, TENN

W. A. Beach



No 43

4/24/

1896

H. C. T. RICHMOND,

Pay

Sam. Mayall

one Dollar

100

Dollars

100

in Merchandise on demand at your store.

W. J. Harbrough

MOEN BROS. & CO., PRINT., KNOXVILLE, TENN

H. C. T. RICHMOND,

DEALER IN

Dry Goods, Groceries, Etc.

No. 161

Ewing, Va., 4/14 1896

H. C. T. RICHMOND,

Pay

Lam McVahh  
and Daffar

100

Dollars

100

in Merchandise, on demand at your store.

\$

100 and 00 B J D 2



#35  
\$

Evening Apr 15 1896

H. C. T. RICHMOND,

Pay

Frank Sexton

One . . . . . Dollars

100

in Merchandise on demand at your store.

WIDEN BROS. & CO., PRINT., KNOXVILLE, TENN.

J. P. Warharg

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 110

Ewing, Va., 4/30/ 1894

H. C. T. RICHMOND,

Pay

Frank Ayers  
one dollar & thirty cts 130 Dollars

100

in Merchandise, on demand at your store.

\$ 130 cts

[Signature]



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 92

Ewing, Va., 4/7/ 1896

H. C. T. RICHMOND,

Pay

Frank E. L. L.

seventy five and 75/100 Dollars

100

in Merchandise, on demand at your store.

\$

75 mil 9/13/10

H. C. T. RICHMOND,

DEALER IN

Dry Goods, Groceries, Etc.

No. 29

Ewing, Va., June / 1896

H. C. T. RICHMOND,

Pay Wath Gray

Seventy cents Dollars

100

in Merchandise, on demand at your store.

\$ 70 cents

S. B. NEWMAN & CO., KNOXVILLE



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 155

Ewing, Va.,

5/9/ 1898

H. C. T. RICHMOND,

Pay

J. C. Spras  
an dollar & forty cts 140 Dollars  
100

in Merchandise, on demand at your store.

\$

140 cts J. C. Spras

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 84

Ewing, Va., 5/6/ 1896

H. C. T. RICHMOND,

Pay

to the order of  
and John L. Harvey 140 Dollars  
100

in Merchandise, on demand at your store.

\$

14000



H. C. T. RICHMOND,

DEALER IN

Dry Goods, Groceries, Etc.

No. 166

Ewing, Va.,

5/12 1896

H. C. T. RICHMOND,

Pay

Frank Ayer  
and Fannie & Family for 135 Dollars  
100

in Merchandise, on demand at your store.

\$ 135-05-

J. D. Gohens

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 19

Ewing, Va., 5/2/ 1896

H. C. T. RICHMOND,

Pay

Frank Ayer  
and Family 135 Dollars  
100

in Merchandise, on demand at your store.

\$

135<sup>00</sup>



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 158

Ewing, Va., 6/9/ 1896

H. C. T. RICHMOND,

Pay

Henry Ward

one Dollar

100

Dollars

100

in Merchandise, on demand at your store.

\$

100

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 52

Ewing, Va., 5/5/ 1896

H. C. T. RICHMOND,

Pay

Leonard Leedy

one Dollar

100

Dollars

in Merchandise, on demand at your store.

\$ 100



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 181

Ewing, Va.,

5/9/ 1894

H. C. T. RICHMOND,

Pay

Leonard Ludy

one hundred 100 Dollars

100

in Merchandise, on demand at your store.

\$

100

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 108

Ewing, Va., 4/30/ 1896

H. C. T. RICHMOND,

Pay

Sam. Hamlin

Two Hundred & Thirty Dollars  
100

in Merchandise, on demand at your store.

\$ 230cts

J. B. Zarbach



150  
75-

---

225-

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 141

Ewing, Va.,

578/ 1896

H. C. T. RICHMOND,

Pay

John G. Ginn  
one hundred

100 Dollars

100

in Merchandise, on demand at your store.

\$

100

W. D. Ginn  
S. S. NEWMAN & CO., KNOXVILLE



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 104

Ewing, Va., 5/7/ 1896

H. C. T. RICHMOND,

Pay

Five hundred  
and fifty-five 55 Dollars

100

in Merchandise, on demand, at your store.

\$

550

DEALER IN

No. 97

Ewing, Va., 3/6/ 1896

H. C. T. RICHMOND,

## Pay

Dollars

100

in Merchandise, on demand at your store.

\$ 76 Cb

S. B. NEWMAN & CO., KNOXVILLE



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 152

Ewing, Va.,

5/9/ 1896

H. C. T. RICHMOND,

Pay

John G. Ginnery  
and Father 100 Dollars

100

in Merchandise, on demand at your store.

\$ 100

J. B. NEWMAN & CO., KNOXVILLE

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 173

Ewing, Va.,

5/11/ 1896

H. C. T. RICHMOND,

Pay

Eighty eight

80

Dollars

100

in Merchandise, on demand at your store.

\$ 8000



H. C. T. RICHMOND,

DEALER IN

Dry Goods, Groceries, Etc.

No. 103

Ewing, Va., 57 7/8 1896

H. C. T. RICHMOND,

Pay Henry Ward

55 Dollars

100

in Merchandise, on demand at your store.

\$ 53

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 140

Ewing, Va., 5/8 1896

H. C. T. RICHMOND,

Pay

Henry Wadler

one Dollar 100 Dollars

100

in Merchandise, on demand at your store.

\$

100



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 260

Ewing, Va.,

5/13/

1894

H. C. T. RICHMOND,

Pay

Twenty Wheat

and Dollars fifty 50

Dollars

100

in Merchandise, on demand at your store.

\$ 150.00

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 152

Ewing, Va.,

5/11/ 1896

H. C. T. RICHMOND,

Pay

Sam McVahl

one hundred

100

Dollars.

100

in Merchandise, on demand at your store.

\$

100

S. S. NEWMAN & CO., KNOXVILLE



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 132

Ewing, Va., 57 8/189

H. C. T. RICHMOND,

Pay

Five and 1/2  
and 1/2 100 Dollars

in Merchandise, on demand at your store.

\$ 100

J. D. S. S. S.

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 112

Ewing, Va., 5/9/ 1896

H. C. T. RICHMOND,

Pay 25 00/00

Twenty five 00/00

25

Dollars

100

in Merchandise, on demand at your store.

\$ 25 00/00



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 31

Ewing, Va., 5/2 1899

H. C. T. RICHMOND,

Pay For Mr. Stahl

and Fifty Dollars 100 Dollars

in Merchandise, on demand at your store.

\$ 100

R. B. Newman

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 158

Ewing, Va., 5/12/ 1896

H. C. T. RICHMOND,

Pay Will Ayers

one dollar & thirty five cts - 135 <sup>100</sup> ~~Dollars~~

in Merchandise, on demand at your store.

\$ 135<sup>00</sup>

J. D. L. L. L.



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 75

Ewing, Va., 5/6/ 1894

H. C. T. RICHMOND,

Pay

Balance

Two Dollars

200 Dollars  
100

in Merchandise, on demand at your store.

\$ 200

J. L. Anthony

140

68

---

238

215

---

23



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 52

Ewing, Va.,

5/5/ 1896

H. C. T. RICHMOND,

Pay

Five and 1/2 cents  
one Dollar and Twenty five 125 Dollars  
100

in Merchandise, on demand at your store.

\$

125

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 85

Ewing, Va., 5/6/ 1896

H. C. T. RICHMOND,

Pay

Five hundred and twenty five Dollars  
one hundred

in Merchandise, on demand at your store.

\$ 125 00



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 94

Ewing, Va., 5/7/ 1896

H. C. T. RICHMOND,

Pay

Five hundred  
and no more Twenty five 125 ~~100~~ Dollars

in Merchandise, on demand at your store.

\$ 12500

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 131

Ewing, Va., 5/8/ 1896

H. C. T. RICHMOND,

Pay

Five M<sup>y</sup> Vahl

and Fifty & Twenty five 125 Dollars

100

in Merchandise, on demand at your store.

\$

125.00

J. J. Hancock



850

140

100

80

250

125-

100

---

\$16.43-

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 5

Ewing, Va., 5/11 1894

H. C. T. RICHMOND,

Pay

Five hundred

and Fifty two Dollars

100

in Merchandise, on demand at your store.

\$

12500



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 60

Ewing, Va., 3/5/ 1894

H. C. T. RICHMOND,

Pay

Henry Ward  
and Father in 100 Dollars

100

in Merchandise, on demand at your store.

\$ 100

J. J. Zarkey

H. C. T. RICHMOND,

DEALER IN

Dry Goods, Groceries, Etc.

No. 134

Ewing, Va.,

5/8/ 1896

H. C. T. RICHMOND,

Pay

Morgan Atkinson

and Dallas

100

Dollars

100

in Merchandise, on demand at your store.

\$ 100



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 149

Ewing, Va., 5/9/ 1896

H. C. T. RICHMOND,

Pay

Marguerite Atkinson

one Dollar in 100 Dollars

100

in Merchandise, on demand at your store.

\$ 100

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 25

Ewing, Va., 5/2/ 1896

H. C. T. RICHMOND,

Pay

Sam Plumer

Twenty five and 25/100 Dollars

in Merchandise, on demand at your store.

\$ 25.25

J. J. Perhange



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 18

Ewing, Va., 5/2 1896

H. C. T. RICHMOND,

Pay

Sam Hamlin  
at Father's Shop - 135 Dollars  
100

in Merchandise, on demand at your store.

\$

135-05

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 116

Ewing, Va., 5/6/ 1896

H. C. T. RICHMOND,

Pay

E. J. Campbell

Seventy Dollars

70

100

Dollars

in Merchandise, on demand at your store.

\$

70.06



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 153

Ewing, Va.,

5/11/ 1896

H. C. T. RICHMOND,

Pay

Charles Ayerly

fifty & 50

50

Dollars

100

in Merchandise, on demand at your store.

\$

50 05

J. D. Anthony B

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 2

Ewing, Va.,

57 2/ 1896

H. C. T. RICHMOND,

Pay

Thomas Riel

and Dallas in 100

Dollars

100

in Merchandise, on demand at your store.

\$

100



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 33

Ewing, Va., 5/2 1894

H. C. T. RICHMOND,

Pay Five old value

and Fifty and 125 Dollars  
100

in Merchandise, on demand at your store.

\$ 125cb

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 37

Ewing, Va.,

5/4/ 1894

H. C. T. RICHMOND,

Pay

Five and 1/4  
and 1/2 Cent Lincoln 125 Dollars

100

in Merchandise, on demand at your store.

\$

125 cts



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 181

Ewing, Va., 5/12/ 1894

H. C. T. RICHMOND,

Pay

Five hundred and

seventy five

75

Dollars

100

in Merchandise, on demand at your store.

\$

7500

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 15

Ewing, Va., 5/2 1896

H. C. T. RICHMOND,

Pay

Bab. Ann

Two Dollars

20

Dollars

100

in Merchandise, on demand at your store.

\$ 2.00

J. Dyckhouse



\$116.03

Order for April	96	35 50
" " May	96	45 05
		30 92
June	96	70
July	96	3 56
		<hr/> 115 73



april 1<sup>st</sup> To april 30<sup>th</sup> 1894

May 1<sup>st</sup> To May 24<sup>th</sup> 1894

arduro 10	april	21	94	1 00	arduro 181	May	12	194	75
" 36	"	23	"	1 00	" 5	"	11	"	1 25
45	"	15	"	1 50	131	"	8	"	1 25
79	"	28	"	20	94	"	7	"	1 25
19	"	22	"	75	85	"	6	"	1 25
58	"	25	"	1 50	52	"	5	"	1 25
57	"	25	"	1 00	37	"	4	"	1 25
81	"	7	"	90	33	"	2	"	1 25
106	"	30	"	2 30	2	"	2	"	1 00
105	"	30	"	1 40	135	"	11	"	50
109	"	30	"	2 30	110	"	6	"	70
22	"	22	"	75	25	"	2	"	25
72	"	25	"	1 00	18	"	2	"	1 35
48	"	24	"	1 00	1	"	14	"	2 35
37	"	23	"	1 00	149	"	9	"	1 00
51	"	25	"	50	136	"	8	"	1 00
94	"	20	"	1 50	171	"	12	"	40
18	"	22	"	75	135	"	18	"	1 00
67	"	25	"	1 00	53	"	5	"	1 00
43	"	24	"	<del>1 00</del>	6	"	18	"	1 00
31	"	23	"	1 00	17	"	14	"	1 00
90	"	20	"	1 00	199	"	13	"	2 00
76	"	18	"	1 00	134	"	8	"	1 85
28	"	16	"	1 00	75	"	6	"	2 00
101	"	14	"	1 00	15	"	2	"	2 00
35	"	15	"	1 00	175	"	12	"	40
110	"	30	"	1 00	135	"	18	"	1 00
90	"	7	"	1 30	108	"	7	"	55
26	"	3	"	75	64	"	5	"	50
24	"	9	"	80	79	"	6	"	70
34	"	4	"	1 00	123	"	7	"	35
107	"	30	"	1 00	173	"	11	"	80
				2 30	152	"	9	"	1 00
				35 50	140	"	8	"	1 00
					104	"	7	"	55
					97	"	6	"	70
					135	"	9	"	1 40
					84	"	6	"	1 40
					3	"	16	"	2 00
					148	"	12	"	1 35
					19	"	2	"	1 35
							2	Total	45.05



150	May	9	96	1 00
58	"	5	"	1 00
161	"	9	"	1 00
118	"	7	"	45-
147	"	9	"	35-
14	"	2	"	2 02
80	"	7	"	1 10
202	"	13	"	1 50
204	"	15	"	85-
5	"	14	"	2 50
32	"	2	"	1 00
9	"	1	"	1 00
137	"	8	"	1 00
184	"	11	"	80
17	"	2	"	1 35-
125	"	18	"	75-
78	"	6	"	1 60
158	"	12	"	1 35-
4	"	14	"	2 00
4	"	15	"	1 00
31	"	2	"	1 00
112	"	7	"	25-
132	"	8	"	1 00
182	"	11	"	1 00
200	"	13	"	1 50
140	"	8	"	1 00
103	"	7	"	55-
60	"	8	"	1 00

Order 29 June 1 96 " 30 92

order 29 June 1 96 " 70  
70

order 31 July 3 96 1 06  
30 " 3 96 2 50  
3 56  
70  
4 26





If not delivered within Ten Days, return to

**H. C. T. RICHMOND,**

EWING, VA.

This is the Brand on Our

**Best Flour**

—AND—

**Baking Powder.**



*Always Reliable.*

*Obelisk*



*L. P. Hyatt ©*  
*Fee*

Pennington Bros.  
ATTORNEYS AT LAW,  
JONESVILLE AND PENNINGTON

In the Clerk's Office of the Circuit Court of the County of Lee

M. S. Ball & G. S. Snively Plaintiff  
against

S. Bailey & W. T. Shepperson Defendant

In Chancery

This day H. B. L. Richmond personally appeared

before me A. B. Munsey Clerk of the said Court,

and being duly sworn, made oath that S. Bailey & W. T. Shepperson

defendant in the said suit are not residents of the State of Virginia,

Given under my hand as Clerk of the said Court, this 24<sup>th</sup> day of September

1896

A. B. Munsey Clerk



*Ball & Snively*

VS. } AFFIDAVIT FOR ORDER  
OF  
PUBLICATION.

*S. Bailey & Co*  
*Filed Sept 24th 1896*  
*A. B. Munnay Clerk*

.....p. q.



In the Clerk's Office of the Circuit Court of the County of  
Lee on the 24<sup>th</sup> day of September 1896.

M S Ball & G S Snively  
against

Plaintiff S.

In Chancery

S Bailey & W T Shepperson

Defendant.

The object of this suit is to Collect from the defendants S Bailey and W T Shepperson partnership trading under the firm name and style of Bailey & Co the sum of \$1150.3, and to attach for that purpose the estate of the said S Bailey & Co Situate in Lee County Virginia and subject the same or enough thereof to pay said debt interest & the costs of this suit.

And an affidavit having been made and filed that the defendant S Bailey & W T Shepperson

are not resident of the State of Virginia, it is ordered that they do appear here, within fifteen days after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the South West Virginian, and that a copy be posted at the front door of the court-house of this County on the first day of the next term of the County Court.

A copy—Teste:

Pennington Brost & Duncan & Hyatt  
p. q.

A B Munsey Clerk.



Ball & Snively

VS.

ORDER  
OF  
PUBLICATION.

S Bailey & Co

I A B Munnay Clerk of the  
Circuit Court for Lee County  
do hereby certify that I posted  
a copy of the within order  
of publication at the front  
door of the Court house of  
Lee County on the 1st day of  
the Oct term 1896  
Given under my hand  
this the 20th day of Oct 1896  
A B Munnay Clerk



The Commonwealth of Virginia,

To the *Sheriff* of the County of *Lee*, Greeting:

WE COMMAND YOU, That you summon *J. Bailey and W.F. Shep-*  
*person, Partners in trade under the*  
*style and firm name of J. Bailey & Co.*

to appear at the Clerk's Office of the *Circuit* Court of the County of *Lee*  
at the rules to be held for the said Court on the *1st* Monday in *October*, 189*6*,  
to answer a bill in Chancery, exhibited against *Them* in our said Court by *M. S.*  
*Ball and George I. Snively, Partners*  
*in trade under the style and firm*  
*name of Ball & Snively*

And have then there this writ. Witness, *A.B. Munsey* Clerk of our said  
Court, at the court-house, the *24<sup>th</sup>* day of *Sept.* 189*6*, and in the *12<sup>th</sup>* year  
of the Commonwealth.

*A.B. Munsey Clerk*



George S. Inauey, one of the

~~the~~ plaintiff in this suit having made affidavit as required

by law, at his requisition, the officer to whom this writ is direct-

ed is hereby ordered to attach the estate of the defendants, S. Bailey

and W. T. Shepperson, partners in trade under the firm name of S.

Bailey and Co., or so much thereof as may be necessary to satisfy

the amount of \$ 115.03 and interest claimed in this suit, and ~~the~~

subject to keep to answer the future order of the court.

Teste:

A. B. Mursey  
Clerk.

Form No. 300.

Ball & Inauey

SUBPOENA  
IN  
CHANCERY.

U.S.

S. Bailey & Co.

Duncan & Hyatt

Pennington Bros. p. q.

To 1st Oct Rules 1896

Circuit Court.

Rich County

Sum. 1896 & H. T. Philbrick

Executed on the 24<sup>th</sup> day of September 1896 by delivering  
an office copy of the within Spa & attachment to W. T.  
Shepperson one of the firms of S. Bailey & Co and  
further executed on the 25<sup>th</sup> day of September 1896 at  
7.30 A.M. by carrying on, 25 stacks of Poplar lumber  
18 stacks of oak lumber, 12 stacks of Chestnut  
lumber, calculated as aggregating in the whole 100,000  
feet the property of S. Bailey & Co and on this lumber  
and saws at Ewing Va and in possession  
of said Shepperson not executed on S. Bailey as set  
forth in my county This 25<sup>th</sup> day of September 1896  
W. P. Weston S.C.



The Commonwealth of Virginia,

To the *Sheriff* of the *County* of *Lee*, Greeting:

WE COMMAND YOU, That you summon *S. Bailey and W. T. Shepper-*  
*son, partners in trade under the*  
*style and firm name of S. Bailey & Co.*

to appear at the Clerk's Office of the *Circuit* Court of the *County* of *Lee*  
at the rules to be held for the said Court on the *1st* Monday in *October*, 189*6*,

to answer a bill in Chancery, exhibited against *them* in our said Court by *M. S.*  
*Dall and George S. Inavely, part-*  
*ners in trade, under the style and firm*  
*name of S. Dall & Inavely*

And have then there this writ. Witness, *A. B. Munsey* Clerk of our said  
Court, at the court-house, the *24th* day of *Sept* 189*6*, and in the *121st* year  
of the Commonwealth.

*A. B. Munsey Clerk*



George S. Inavely, one of the

plaintiffs in this suit having made affidavit as required

by law, at his requisition the officer to whom this writ is directed is hereby ordered to attach the estate of the defendants, S. Bailey and W. T. Shepperson, partners in trade under the firm name of S. Bailey and Co., or so much thereof as may be necessary to satisfy <sup>The amount of</sup> \$ 115.00 and interest claimed in this suit, and the subject to keep to answer the future order of the court.

Teste:

A. B. Munsey Clerk

Form No. 300.

SUBPOENA  
IN  
CHANCERY.

vs.

p. q.

Rules

Court.

To



# ❁ CERTIFICATE OF ORDER OF PUBLICATION. ❁

WE, A. M. Goins and W. M. Davidson, editors of the SOUTHWEST VIRGINIAN, a weekly newspaper published at Jonesville, Lee county, Va., do hereby certify that the annexed notice was published in said paper once a week for four successive weeks, commencing on the

1 day of Oct 1896.

A. M. Goins  
W. M. Davidson } EDITORS.

VIRGINIA--In the Clerk's Office of the Circuit Court of the County of Lee on the 24th day of September, 1896.

M. S. Ball and G. S. Snavelly, Plaintiffs.  
Against

S. Bailey & W. T. Shepperson, Defendants.

## IN CHANCERY.

The object of this suit is to collect from the defendants, S. Bailey and W. T. Shepperson, partners trading under the firm name and style of S. Bailey & Co., the sum of \$115.03 and to attach for that purpose the estate of the said S. Bailey & Co., situate in Lee county, Va., and subject the same or enough thereof to pay said debt, interest and the costs of this suit. And an affidavit having been made and filed that the defendants S. Bailey and W. T. Shepperson are not residents of the State of Virginia, it is ordered that they do appear here, within fifteen days after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the SOUTHWEST VIRGINIAN, and that a copy be posted at the front door of the court-house of this county on the first day of the next term of the County Court.

A copy--Teste.

A. B. MUNSEY, Clerk.

Pennington Bros. and Duncan & Hyatt p. q

1oct4w







Baird & Envelly  
to 3 Chancery

S. Bailey Hco.

Duncan & Kyatt  
Cunninglow Bros. p.p.

Pridemore & Sewell  
B. H. Sewell p.p.

1876 1st Oct. rules bill filed same 2d  
as to Dr. J. Shepperson & D. H. O.P.  
as to S. Bailey  
" 2nd Oct. rules D. H. O.P. as to  
Dr. J. Shepperson & Cont'd for C.P.  
as to S. Bailey  
" 1st O.P. Complete & Cause set for  
hearing.

March Term - 1877  
Final. See Order Book  
4 pages 70

Plffs costs

Clerk 6.98  
Tax 1.5000  
Shelf 1.00  
H.P. 1.50  
Printer 6.00  
16.98

Defts Costs recovered

C 2.80  
atty 15.00  
Defts 1.85  
19.65

1965  
16.98  
36.63